

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JUAN CARLOS RAMIREZ ARGUETA and  
SANTOS CASTELLANOS VELAZQUEZ,  
individually and on behalf of others similarly  
situated,

Plaintiffs,

-against-

DON FILIPPO RESTAURANT CORP.  
(D/B/A DON FILIPPO PIZZERIA &  
RESTAURANT), PHILIP ARCARA ,  
SALVATORE DOE , and CARLOS DOE,

Defendants

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Case 1:20-cv-04216-ALC

**OFFER OF JUDGMENT TO JUAN  
CARLOS RAMIREZ ARGUETA and  
SANTOS CASTELLANOS VELAZQUEZ  
PURSUANT TO RULE 68 OF THE  
FEDERAL RULES OF CIVIL  
PROCEDURE**

TO: Michael Faillace, Esq.  
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants DON FILIPPO RESTAURANT CORP. (D/B/A DON FILIPPO PIZZERIA & RESTAURANT), PHILIP ARCARA, SALVATORE DOE , and CARLOS DOE (collectively "Defendants") hereby offer to allow judgment to be taken against them by Plaintiffs JUAN CARLOS RAMIREZ ARGUETA and SANTOS CASTELLANOS VELAZQUEZ ("Plaintiffs") in the above-captioned action in the total sum of One Hundred Sixty-Five Thousand Dollars and No Cents (\$165,000.00), inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiffs may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants; nor is it an admission that Plaintiffs suffered any damages.

Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present owners, employees, representatives,

and agents of the Defendants from any and all claims that were or could have been alleged by Plaintiffs in the above-referenced action. Acceptance of this offer of judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiffs must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

Dated: Garden City, New York  
December 2, 2020

Respectfully submitted,

*Paul Bartels*

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